

CERTIFICATE OF MAILING

I hereby certify that this correspondence is addressed to: TTAB NO FEE, Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, VA 22202-3513, and is being deposited with the United States Postal Service with sufficient postage as first class mail on April 22, 2004.

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Michael Alvey

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

In the Matter of Application Serial No. 75/434,462
THREE DIMENSIONAL HEART-SHAPED OBJECT
Published in the Official Gazette on July 13, 1999

THE VERMONT TEDDY BEAR
COMPANY, INC.,

Opposer,

v.

BUILD-A-BEAR WORKSHOP, INC.,

Applicant.



04-26-2004

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #78

Opposition No. 115,198

**STIPULATED MOTION FOR ENTRY OF STIPULATION
AND ORDER FOR THE PROTECTION OF INFORMATION**

COMES NOW Build-A-Bear Workshop, Inc., pursuant to Trademark Rule 2.120(f) and requests, with consent, that the Trademark Trial and Appeal Board enter the Stipulation And Order For The Protection Of Information attached hereto as Exhibit A.

BLACKWELL SANDERS/PEPER MARTIN LLP

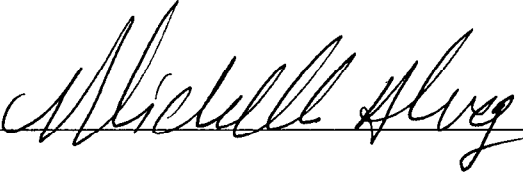
By

Alan S. Nemes
Michelle W. Alvey
Anthony Martin
720 Olive Street, Suite 2400
St. Louis, Missouri 63101
(314) 345-6000
(314) 345-6060

Attorneys for Applicant Build-A-Bear Workshop, Inc.

CERTIFICATE OF SERVICE

The undersigned certifies that a copy of the above was served upon H. Jay Spiegel & Associates, P.O. Box 11, Mount Vernon, Virginia 22121 by first class mail, postage prepaid on the 22nd day of April, 2003.



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Opposition No. 115,198

**STIPULATION AND ORDER FOR
THE PROTECTION OF INFORMATION**

Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure and Rule 2.120(f) of the Trademark Rules of Practice, the parties hereby agree that the following Stipulation may be entered as a Protective Order, specifically intended to limit the disclosure of materials and information exchanged between the parties and/or discovered in the course of this litigation. The parties hereto, and their respective counsel, agree to be bound by the following restrictions:

I. CATEGORIES OF MATERIAL AND/OR INFORMATION

It is anticipated that some material and/or information (a) covered by or contained in a document produced; or (b) stated in answer to an interrogatory or request for admissions; or (c) disclosed in an oral deposition in the course of discovery in this action; may contain or constitute confidential material or information of the type that must be protected from disclosure (hereinafter collectively referred to as "Confidential Material").

Each party disclosing material or information that it reasonably believes in good faith to constitute confidential materials or information within the scope of FRCP 26(c)(7) may, at the time of production, designate such information as Confidential Material in accordance with the following categories for treatment as hereafter set forth:

A. Confidential Material May Be Designated By the Producing Party As "ATTORNEYS EYES ONLY."

1. Material and information designated "ATTORNEYS EYES ONLY" shall include any and all documents produced in the course of this Action and deemed suitable for review by ATTORNEYS EYES ONLY.
2. Either Party shall designate Confidential Material designated for ATTORNEYS EYES ONLY by stamping "ATTORNEYS EYES ONLY" on each page of the materials intended for ATTORNEYS EYES ONLY prior to the transmission of a physical copy thereof to the attorneys for any other party to this Action. In the alternative, any party may designate the ATTORNEYS EYES ONLY Confidential Material by identifying the specific materials as ATTORNEYS EYES ONLY in correspondence directed to attorneys for all other parties to this Action.
3. Materials designated "ATTORNEYS EYES ONLY" shall only be disclosed to the following persons:
 - a) the parties' attorneys and the paralegal, secretarial, clerical and support staff assisting such attorneys in this proceeding; and
 - b) persons retained as experts or consultants by the recipient party and the secretarial, clerical and support staff of each such expert, provided (i) the expert is not then, and never has been, an officer, director or employee of either of the parties, (ii) it is necessary to disclose such information to said expert, and (iii) said expert first agrees in writing to be bound by this Stipulation and Protective Order.

B. Confidential Material May Be Designated By the Producing Party As "CONFIDENTIAL".

1. The term "CONFIDENTIAL MATERIAL" and as used herein, shall include any and all documents produced in the course of this Action and deemed CONFIDENTIAL by any party.

2. The party producing the CONFIDENTIAL MATERIAL shall designate the material as such by stamping "CONFIDENTIAL" on each page of the material prior to the transmission of a physical copy thereof to attorneys for any other party to this Action. In the alternative, any party may designate the material as CONFIDENTIAL by so identifying it in correspondence directed to attorneys for all other parties to this Action.

3. Materials designated "CONFIDENTIAL" shall only be disclosed to the following persons:

a) the parties' outside and in-house attorneys and the paralegal, secretarial, clerical and support staff of such attorneys assisting them in this proceeding;

b) persons retained as experts or consultants by the recipient party and the secretarial, clerical and support staff of each such expert, provided (i) the expert is not then, and never has been, an officer, director or employee of any of the parties, (ii) it is necessary to disclose such information to said expert, and (iii) said expert first agrees in writing to be bound by this Stipulation and Protective Order; and

c) any person who was the author, creator, or recipient of "CONFIDENTIAL" material or a copy of such material, or who was referred to in such material, provided (i) such disclosure is necessary for preparing for a discovery or testimony deposition or for the purpose of interrogating such person during a discovery or testimony deposition, and (ii) said person first agrees in writing to be bound by this Stipulation and Protective Order.

C. Each party shall retain each written consent it has had executed pursuant to subparagraph A.3.b., B.3.b. or B.3.c. above and shall provide opposing counsel with a copy of such consent: (i) at the earlier of the party's designation of such person as a witness or the commencement of the party's interrogation of such person at a deposition; or (ii) as necessary to resolve any controversy regarding a breach of confidentiality.

II. USE OF INFORMATION DESIGNATED "ATTORNEYS EYES ONLY" OR CONFIDENTIAL

While protected by this Stipulation and Protective Order, any material or information designated "ATTORNEYS EYES ONLY" or "CONFIDENTIAL" shall be held in strict confidence by each person to whom it is disclosed; shall be used solely for

the purposes of this action; and shall not be used by the recipient party or its counsel for any other purpose, including, without limitation, any business or competitive purpose.

III. DEPOSITIONS

If material or information designated as "ATTORNEYS EYES ONLY" or "CONFIDENTIAL" is used in depositions, the court reporter shall be instructed that pursuant to this Stipulation and Protective Order, those portions of the deposition transcript relating to such information, and documents containing such information made exhibits, shall be kept under seal and shall not be disclosed to any persons other than the Trademark Trial and Appeal Board ("Board") and those persons afforded access to "ATTORNEYS EYES ONLY" or "CONFIDENTIAL" information in accordance with Paragraph I, unless otherwise ordered by the Board. Portions of transcripts may be designated at the time the testimony is adduced or within ten (10) business days of counsel's receipt of the transcript. In addition to the court reporter, only those persons afforded access under Paragraphs A.3. and B.3. hereof may be present at any examination during the time any "ATTORNEYS EYES ONLY" or "CONFIDENTIAL" material or information or document is being disclosed or discussed.

IV. BRIEFS AND COURT PAPERS

Counsel for either party may incorporate any information or document designated "ATTORNEYS EYES ONLY" or "CONFIDENTIAL" in any brief or other document and may submit it to the Board, but any such brief or document shall be submitted under seal, in envelopes or other suitable containers bearing a statement substantially in the following form:

"CONFIDENTIAL"

"This envelope containing documents which are filed in this case by

(name of party) is not to be opened nor the contents hereof to be displayed or revealed except by Order of The Trademark And Appeal Board."

V. RETURN OR DESTRUCTION

Upon final termination of this proceeding, including all appeals, each party upon request shall return all materials produced and designated as "ATTORNEYS EYES ONLY" or "CONFIDENTIAL", and all copies thereof, to the producing party or shall destroy all said documents and copies and advise the producing party of such destruction.

VI. CONTESTS OR ADDITIONAL PROTECTION

This Stipulation and Protective Order shall be without prejudice to the right of either party to:

- A. Bring before the Board at any time the question of whether the use of any information designated ATTORNEYS EYES ONLY" or "CONFIDENTIAL" should be restricted in accordance with the terms hereof, in which case the party claiming confidentiality will have the burden of establishing the same; or**
- B. Present a motion to the Board for a separate Protective Order as to any document or information, including a motion for an order with restrictions differing from those specified herein. This Stipulation and Protective Order shall not be deemed to prejudice either party in any way in any future application for modification of this Stipulation and Protective Order.**

VII. NO ADMISSIONS


This Stipulation and Protective Order is entered solely for the purpose of facilitating the exchange of documents and information between the parties to this proceeding without involving the Board unnecessarily in the process. Nothing in this Stipulation and Protective Order shall be deemed to have the effect of an admission or waiver or consent to admissibility.

VIII. SURVIVAL

The obligation to treat documents and information designated as "ATTORNEYS EYES ONLY" or "CONFIDENTIAL" in the manner prescribed by of this Stipulation and Protection Order shall survive any settlement or adjudication of this action

H. JAY SPIEGEL & ASSOCIATES

By: _____

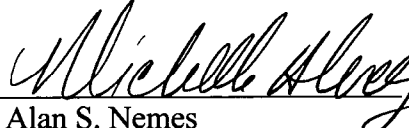

H. Jay Spiegel
P.O. Box 11
Mount Vernon, VA 22121-0011
Telephone: (703) 619-0101
Facsimile: (703) 619-0110

*Attorneys for Opposer
The Vermont Teddy Bear Company, Inc.*

Dated this ____ day of _____, 2004.

**BLACKWELL SANDERS
PEPER MARTIN, LLP**

By: _____


Alan S. Nemes
Michelle W. Alvey
720 Olive St., 24TH Floor
St. Louis, Missouri 63101
Telephone: (314) 345-6000
Facsimile: (314) 345-6060

*Attorneys for Applicant
Build-A-Bear Workshop, Inc.*

SO ORDERED.
